



PUBLICATION 1 ECONOMIC SANCTION & TRADE CONTROLS, SUPPLIES, AND CUSTOMS FORMALITIES

1.1 Definitions

These Economic Sanction, Trade Controls, Supplies, and Customs Formalities Clauses (“**Economic & Trade Control Clauses**”) apply to all Services and Orange Deliverables that Customer may procure from Orange, and that Orange may sell, provide, or deliver to Customer, pursuant to the Agreement. Solely with respect to these Economic & Trade Control Clauses, the following capitalized words and phrases will have the meaning given below in this Clause 1.1 (Definitions) notwithstanding anything to the contrary set out elsewhere in the Agreement. Capitalized terms used but not defined herein will have the meanings set forth in the Agreement. In the event of any conflict between the definitions set forth in these Economic & Trade Control Clauses and elsewhere in the Agreement, the definitions set forth herein shall control for purposes of the interpretation of these Economic & Trade Control Clauses.

“**Affiliate**” means any entity controlling, controlled by or under common control with a Party, where “control” means the: (a) legal, beneficial or equitable ownership (whether directly or indirectly) of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the organization; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of the organization, whether through ownership of voting securities, by contract, or otherwise.

“**Agreement**” means the agreement entered by Customer and Orange that are the signatories to such contract and under which Customer may procure from Orange, and Orange may sell, deliver, or otherwise provide any Services or Orange Deliverables to Customer, its Affiliates, or the end users of the Services or Orange Deliverables.

“**Associated Person**” means an individual person or a legal entity (whether private or public entity) that is: (a) a Party’s Affiliate that is involved in the performance of any portion of this Agreement; (b) an Owner of a Party; (c) a director, officer, or member of the management of a Party or of its Owner(s); or (d) a Party’s subcontractor, agent, or representative involved in the performance of any portion of this Agreement.

“**CPE**” means any hardware equipment (including hardware, cables, connectors) or software (including related license) that is: (a) supplied and managed by Orange for use with the Service to be provided at a Delivery Location. A CPE may either be owned by Orange or licensed by a third party to Orange. For the avoidance of doubt, CPE is never owned by Customer.

“**Customer Equipment**” means any hardware or software (including related license) that is procured by Customer from Orange, and sold, supplied, or otherwise transferred by Orange to Customer pursuant to the Agreement. Depending on the scope of the Service ordered by Customer, the Customer Equipment may be managed, used, or maintained by Orange to deliver the Service. For the avoidance of doubt, Customer Equipment is always owned by Customer.

“**Customer**” means the customer entity that signed the Agreement; provided, however, if an Affiliate of Customer procures or receives any Service or Orange Deliverable under the Agreement, then “Customer” shall also mean such Affiliate.

“**Delivery Location**” means the Customer’s or an End User’s site or premises where an Orange Deliverable or a Service is to be installed, supplied, or delivered by Orange.

“**Economic Sanction**” means, collectively, the economic, financial, trade sanctions programs, restrictions, prohibitions and/or embargos against certain countries, regimes, named individuals or entities in accordance with the resolutions of the United Nations Security Council (“**UNSC**”), or the laws and regulations of the European Union and its member states, the United States, and any other relevant countries or authorities.

“**End User**” means the ultimate recipient or actual end user of an Orange Deliverable or Service. An End User may either be Customer, its Affiliate, or any other person or entity, as designated by Customer.

“**Equipment**” means, collectively, CPE and Customer Equipment.

“**Importer of Record**” or “**IOR**” means the customs term for the entity named as importer on an import customs declaration and responsible for: (a) ensuring the imported Customer Equipment complies with local laws and regulations, (b) filing a properly completed duty entry and associated documents, and (c) paying all assessed import duties and other taxes associated with such Customer Equipment.

“**Incoterms**” means the rules for the use of domestic and international trade terms version 2020 “Incoterms® 2020” as published by the International Chamber of Commerce (“**ICC**”) on January 1, 2020.

“**Orange Deliverable**” means, individually or collectively, as appropriate, any Equipment, or any other hardware or software, and the documentation, license, technology, and data concerning the Equipment or other hardware or software that Orange, or the manufacturer, supplier, distributor, or licensor of the Orange Deliverable, supplies to Customer under or in connection with the Agreement.

“**Orange**” means the Orange entity that signed the Agreement; provided, however, if an Affiliate of Orange sells, provides, or delivers any Service (or any component thereof) or Orange Deliverable, or performs any Orange obligations under the Agreement, then “Orange” shall also mean such Affiliate.

“**Owner**” means any individual person who (whether individually or jointly with others, or whether directly or indirectly): (a) owns at least 50% of the voting power of a Party; or (b) possesses the power to direct or cause the direction of the management and policies of the Party, whether through ownership of voting securities, by contract, or otherwise.

“Permit” means any declaration, approval, certification, permit, authorization, or license (e.g. export and import licenses, cryptographic authorizations, homologations, certificates of conformity with technical standards and marking, etc.) required prior to the export, import, supply, use, re-export or transfer of any Orange Deliverable or Service.

“Service” means any service (including, without limitation, product (i.e. Equipment) fulfillment service) that Customer orders from Orange, and Orange sells or provides to Customer, pursuant to the Agreement.

“Trade Control Rules” means, collectively, the applicable laws and regulations that governs or relates to the customs, export, import, re-export, or transfer formality, control, restriction, prohibition, Economic Sanction, or Permit. For clarity, Trade Control Rules include (without limitation):

- laws and regulations of the European Union with regard to the control of exports, brokering, technical assistance, transit, and transfer of dual-use items (Regulation (EU) n° 2021/821 of the European Parliament and of the Council of 20 May 2021) and the European Union common rules governing control of exports of military technology and equipment;
- the United States Export Administration Regulations (“**EAR**”) and the International Traffic in Arms Regulations (“**ITAR**”); and
- approvals, certifications, authorizations and/or licenses (e.g. export and import licenses, cryptographic authorizations, homologations, certificates of conformity with technical standards and marking, etc.).

1.2 Trade Controls

- 1.2.1 The Parties acknowledge and agree that the export, import, supply, use, re-export and/or transfer of Orange Deliverables or Services are or may be subject to Trade Control Rules and may require Permits from the relevant authorities. Each Party will comply with all applicable Trade Control Rules.
- 1.2.2 Customer will timely provide Orange with the complete and accurate information and documentation related to the end use, countries of destination, and the End Users of the Orange Deliverables and/or Services required for compliance with applicable Trade Control Rules. Customer will also ensure that End Users and consignees timely provide Orange with required information, certificates, reports and/or completed undertakings, including (without limitation) end-user or end-use undertakings forms (e.g. EU End-Use undertaking form, UK End-User Undertaking form, etc.). Customer warrants that all information, certificates, reports and undertaking forms provided to Orange are true and complete.
- 1.2.3 When Customer is responsible for obtaining a Permit from the relevant authorities (in particular, as the case may be, for import, use, re-export, or transfer of any Orange Deliverable and/or Service), Customer will obtain and maintain such Permit in its own name and at its own expense.
- 1.2.4 The provision and maintenance of all required Permits from the relevant authorities is a condition precedent to the supply by Orange of the Orange Deliverables or Services.
- 1.2.5 Customer will use and dispose of the Orange Deliverables and Services in accordance with the conditions set out in the applicable End User statements and with the conditions under applicable Permits, in accordance with the relevant Trade Controls Rules and other applicable laws and regulations.
- 1.2.6 Customer agrees not to export, import, re-export, or transfer (in-country), directly or indirectly, any Orange Deliverable or Service to any country, person, or entity to which such export, import, re-export, or transfer is controlled, restricted, or prohibited without first obtaining from the relevant authorities the Permits required by applicable Trade Control Rules. Customer agrees also to comply with any applicable reporting requirements to the relevant authorities.
- 1.2.7 Customer will not, and it is not authorized to: (a) use, transfer, sell or otherwise provide (each as applicable) any Orange Deliverables or Services for or in relation to any weapons or military purposes; (b) transfer or supply any Orange Deliverables or Services to any military end user or to any person or entity who is known or suspected to be involved (whether directly or indirectly) in the manufacture of weapons or military use items; (c) give any military end user, or any person or entity who is known or suspected to be involved (whether directly or indirectly) in the manufacture of weapons or military use items, access to the Orange Deliverables or Services; and (d) give (whether directly or indirectly) any person or entity who is the target of an Economic Sanction, access to any Orange Deliverables or Services. Without limiting the foregoing, Customer agrees in particular (but not limited to) to comply with the restrictions or prohibitions on exports, re-exports, and transfers (in-country) pursuant to Part 744 of the EAR (i.e. in relation to nuclear, rocket systems and unmanned aerial vehicles, chemical or biological weapons and/or in relation to military end use and military end users).
- 1.2.8 Orange may suspend or terminate the supply of any Orange Deliverable and/or Service, upon reasonable notice and without liability to Customer or any End Users if, in Orange’s reasonable judgment, Customer’s and/or any End User’s use, re-export, and/or transfer of such Orange Deliverable and/or Service violates any applicable Trade Control Rules and/or the terms and conditions of this Clause 1.2 (Trade Controls).
- 1.2.9 This Clause 1.2 (Trade Controls) shall survive the expiration or termination of the term of the Agreement.

1.3 Supplies & Customs Formalities

Orange does not warrant that the Orange Deliverables will qualify for any preferential tariff, free trade agreement, or special program which may be in force between the exporting and importing countries.

- 1.3.1 **CPE.** Orange will be responsible for the delivery of the CPE to the Delivery Location where the corresponding Service is to be installed. If the Trade Control Rules, or other applicable laws or regulations, do not allow Orange to provision the CPE for the Service, then Customer will be solely responsible for procuring the necessary CPE-equivalent equipment (including hardware and software). If Orange is able to provide the CPE, then it will be responsible for making the CPE available at the Delivery Location agreed with Customer.

If Orange is not able to provide the CPE at the Delivery Location, Customer will be responsible for procuring a CPE-equivalent equipment from a third party and for the delivery of such equipment at the Delivery Location. Alternatively, if Orange is an authorized reseller of the CPE-equivalent equipment, Customer may source the CPE-equivalent equipment via the Orange product fulfillment service, and in such event – in addition to the product fulfillment terms and conditions set out in the Agreement – Clause 1.3.2 (Customer Equipment) below will apply to the domestic and international supply of the CPE-equivalent equipment.

1.3.2 Customer Equipment

- 1.3.2.1 **Domestic Supply.** Domestic supply of Customer Equipment means that: (a) the Customer Equipment orders will be transacted by Customer and Orange within the country where Orange is incorporated or otherwise domiciled, and (b) the Customer Equipment will be delivered to a Delivery Location that is located within such country. Orange will bill Customer all applicable taxes associated with the domestic supply of Customer Equipment. If all of the foregoing conditions are not met, then Clause 1.3.2.2 (International Supply) will apply to the supply of the Customer Equipment.

- 1.3.2.2 **International Supply.** For non-domestic supply of Customer Equipment, Orange will be responsible for shipping and exporting the Customer Equipment to the Delivery Locations in accordance with Clause 1.3.2.3 (Incoterms) below. Customer will appoint the entity that will act as its IOR (either Customer, its local Affiliate, or the consignee named by Customer in the importing country) and that will be responsible for the importation of the Customer Equipment. As importer of the Customer Equipment, Customer and its IOR (if different from Customer) will be solely responsible for fulfilling all administrative and import customs formalities required by the Trade Control Rules in the importing countries, including (without limitation) paying all applicable import duties and taxes, completing, and filing necessary undertakings forms with the appropriate authorities, and obtaining and maintaining all necessary import Permits.

- 1.3.2.3 **Incoterms.** Unless otherwise agreed between the Parties in writing, and excluding domestic supply of Customer Equipment described in Clause 1.3.2.1 (Domestic Supply) above, Orange will ship and export the Customer Equipment to the Delivery Locations in accordance with the Incoterm DAP named place designated by Customer in each Order. The use of or reference to "Incoterms" or similar sales terms applicable to the shipment and export of Customer Equipment by Orange in any quote, Order, or other related document shall not modify the provisions of the Agreement relative to the transfer of risk of loss with respect to the Customer Equipment.

1.4 Economic Sanctions

- 1.4.1 **Compliance with Economic Sanctions, Generally.** Each Party agrees that during the term of the Agreement, neither itself nor any of its Associated Persons will be subject to Economic Sanctions. If and to the extent necessary to comply with any Economic Sanctions, a Party will be entitled, without liability to the other Party, to immediately suspend or terminate any provision or receipt of the affected Services or Orange Deliverables, notwithstanding anything to the contrary otherwise contained in this Agreement. In addition, if a Party violates any Economic Sanctions, the other Party may, without liability to the other Party, immediately terminate the Agreement, or suspend or terminate any provision or receipt of the affected Services or Orange Deliverables, notwithstanding anything to the contrary contained in the Agreement.

- 1.4.2 **Economic Sanctions for Cloud Service.** Customer shall not, and shall ensure that no individuals or entities, use or access (whether directly or indirectly) the Orange Cloud Services or any components of the Orange Technology if:

- (a) such person or entity (regardless of their location) is subject to Economic Sanctions or located in a country that is subject to Economic Sanctions; or
- (b) such entity is not located in a country that is subject to Economic Sanctions but such entity, however: (i) is organized under the laws of a country that is subject to Economic Sanctions, or (ii) any Associated Persons of such entity is subject to Economic Sanctions.

Customer shall implement, maintain, and enforce all necessary and appropriate measures and controls to ensure full compliance with applicable Economic Sanctions laws and regulations and this Clause 1.4.2. Upon Orange's request, Customer shall inform Orange of the measures and controls that it has taken to ensure compliance with applicable Economic Sanctions laws and regulations and this Clause 1.4.2.

Customer will immediately notify Orange if it, or any Associated Person, or any person or entity using or accessing the Cloud Services or the Orange Technology, is in violation of any applicable Economic Sanctions or this Clause 1.4.2, or if Customer has reason to believe that it will not be able to comply with any applicable Economic Sanctions or this Clause 1.4.2. In such events, Orange may either suspend or terminate the Services, or access to or use of the Services or the Orange Technology, immediately upon notice (such notice may be given to Customer by email or via electronic media such as the My Service Space portal).

END OF ECONOMIC SANCTION & TRADE CONTROLS, SUPPLIES, AND CUSTOMS FORMALITIES